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ment was not "required" in the principal case, hence this point was not considered. See 15 MICH. L. REV. 69 and 14 MICH. L. REV. 578 for discussions of *Carey v. Donohue* and *Bunch v. Maloney*.

BILLS AND NOTES—ACCOMMODATION CO-MAKER NOT DISCHARGED BY EXTENSION OF TIME OF PAYMENT.—Defendant was an accommodation co-maker on a promissory note. Plaintiff, payee of the note, had knowledge of this relation when the note was made. In suit upon the note, *held* that under §§119 and 120 of the NEGOTIABLE INSTRUMENTS ACT an extension of time granted to the principal debtor by the payee for a valuable consideration was no defense and would not release the defendant as accommodation co-maker. *Graham v. Shepherd* (Tenn. 1916), 189 S. W. 867.

Prior to the NEGOTIABLE INSTRUMENTS ACT the general rule regarding co-makers of a note was that one signing for the accommodation of another was discharged by an extension of time given the principal debtor, if for value, and if the holder had knowledge of the true relation between the co-makers. *Ward v. Stout*, 32 Ill. 399; *Harris v. Brooks*, 21 Pick. 195; *Hubbard v. Gurney*, 64 N. Y. 457; *Barron v. Cady*, 40 Mich. 259; *White v. Whitney*, 51 Ind. 124. This was on the ground that the relation of principal and surety exists between the accommodated party and the accommodation maker, at least so far as their own interests are concerned, and a holder with knowledge must respect that relationship. *Cummings v. Little*, 45 Me. 183; *State Bank v. Smith*, 155 N. Y. 185; *Parker v. Ingram*, 22 N. H. 283. But five states refused to allow the accommodation party to set up this defense. *Bull v. Allen*, 19 Conn. 101; *Yates v. Donaldson*, 5 Md. 389; *Anthony v. Fritz*, 45 N. J. L. 1; *Farrington v. Galloway*, 10 Oh. St. 543; *Stroop v. McKenzie*, 38 Tex. 133. This almost universal rule of the common law based upon the equitable rules of suretyship as applied to negotiable instruments has been overthrown by the NEGOTIABLE INSTRUMENTS ACT, according to the decisions of the courts of the states where the question has arisen since the adoption of that law. They reason that, since a co-maker is by the terms of the instrument absolutely required to pay the same, he is a party primarily liable under §140 of the law. §119 gives the methods whereby a negotiable instrument may be discharged; §120 those whereby a party secondarily liable may be discharged. The defense relied upon by the defendant in the principal case falls under §120 and not under §119, hence the defendant being primarily liable is not discharged. The courts have uniformly held that the methods of discharge specified are exclusive. *Bank v. Williams*, 164 Ky. 143, 175 S. W. 10; *Union Trust Co. v. McGinty*, 212 Mass. 205, 98 N. E. 679; *Bank v. Douglas*, 178 Mo. App. 664, 101 S. W. 601; *Richards v. Bank Co.* 81 Oh. St. 348, 90 N. E. 1000; *Cellars v. Meachern*, 49 Ore. 186, 13 Ann. Cas. 997; *Vanderford v. Farmers' Bank*, 105 Md. 164, 66 Atl. 47; *Walstenholme v. Smith*, 34 Utah, 300, 97 Pac. 329; *Bradley Co. v. Heyburn*, 56 Wash. 628, 106 Pac. 170; *Citizens' Bank v. Toplitz*, 81 App. Div. 593, 81 N. Y. Supp. 422 (affirmed in 178 N. Y. 464 on another ground, the court refusing to pass on the question raised in the court below). In Iowa it has been held that when the question arises between the original parties to the

note, as in the principal case, the payee is not to be considered a holder in due course and therefore that the provisions of the NEGOTIABLE INSTRUMENTS ACT do not apply. *Fullerton Lumber Co. v. Snouffer*, 139 Iowa 176, 117 N. W. 50. Three states, Illinois, Kansas, Wisconsin, have refused to adopt §§119 and 120 in the form recommended. See BRANNAN, NEGOT. INSTR. LAW (2 Ed.) 120, 158. This law was not intended to state all the changes the law of suretyship might lead to in the law of bills and notes, and it has been contended that the law does not necessarily upset the established rules of suretyship, BRANNAN, NEGOT. INSTR. LAW (2 Ed.) 117, 26 HARV. L. REV. 596, but in view of the almost uniform interpretation of the sections under consideration and the purpose of the law as a whole, it would seem better to adopt the rule of the principal case and leave any needed alterations to legislative amendment. See 5 MICH. L. REV. 683, and 8 MICH. L. REV. 600 for a discussion of earlier cases.

BILLS AND NOTES—RIGHTS OF DONEE OF A SUNDAY NOTE.—A note was executed on Sunday in violation of the Sunday laws, but was dated on a secular day. After maturity the payee of the note gave it to his grandson, who had no notice of the illegality of its inception. In suit by him on the note, *held* the donee is entitled to recover, since as an innocent transferee he was not in *pari delicto* with either of the parties, and to permit the maker of the note to defeat it in the hands of an innocent holder would allow him to take advantage of his own wrong. *Gooch v. Gooch* (Iowa 1916), 160 N. W. 333.

The making of a note on Sunday is a violation of the laws of Iowa, *Sayre v. Wheeler*, 31 Iowa 112; *Pike v. King*, 16 Iowa 49, but such violation does not make the note void but voidable. *McIntosh v. Lee*, 57 Iowa 356, 10 N. W. 895; *Collins v. Collins*, 139 Iowa 703. Where such violation makes the note merely voidable it is held that if the note appears on its face to have been made on a secular day a holder in due course may enforce it. *Clinton Nat'l Bank v. Graves*, 48 Iowa 228; *Cranston v. Goss*, 107 Mass. 439; *Bank v. Thompson*, 42 N. H. 370; *Myers v. Kessler*, 142 Fed. 73, 74 C. C. A. 62; *Knox v. Clifford*, 38 Wis. 651, 20 Am. Rep. 28. And although the transfer is made after maturity, the maker has no equity against a holder for a valuable consideration without notice, for it is only against a person in equal fault that the defendant can be allowed to urge his own turpitude. *Leightman v. Kadetska*, 58 Iowa 676, 43 Am. Rep. 129; *Johns v. Bailey*, 45 Iowa 241; *Harrison v. Powers*, 76 Ga. 218; *Gordon v. Levine*, 197 Mass. 263, 83 N. E. 861; DANIELS, NEGOT. INST. §70 (note). The court in the principal case extends the doctrine and holds that since the transfer of the note by gift supported by the good, though not valuable, consideration of blood relationship passed the title of the note to the donee, and as the latter acquired his rights without notice, the rule *ex turpi causa non oritur actio* will not avail to protect the wrongdoer, but he will be estopped to deny the validity of the instrument against the innocent holder when he by his own act gave it such character.

COMMON LAW MARRIAGE—NECESSITY OF COHABITATION TO CONSTITUTE.—Plaintiff and defendant were married in New Jersey, without a license, by a